

Terms of Use

Updated April 2026

For the purposes of this Terms of Use Agreement (this "Agreement"), "the Companies" refers to Sammons Financial Group, Inc. and any of its subsidiaries, affiliates, predecessors, successors, and assigns that operate a website or online service on which this Agreement is posted.

This Agreement applies to your use of any of the Companies' online interfaces (e.g. websites, applications, or online services) (collectively the "Sites") including any content, functionality, and services offered on or through the Sites, regardless of how you access the Sites.

Your access and use of the Sites and features, transactions, and services provided by the Companies through the Sites (individually and collectively, the "Service") are subject to the terms and conditions in this Agreement. **Please read these terms and conditions carefully before using the Sites. These terms and conditions include provisions (i) requiring arbitration of certain disputes (from which you can opt out within 30 days of first accessing the Sites); (ii) waiving the right to a jury trial; (iii) waiving the right to file a class action lawsuit; (iv) waiving the right to arbitrate a class action; and (v) limiting the Companies' liability.**

The information contained on the Sites is not an offer to sell or a solicitation to buy any insurance or financial product. No such products are offered or will be sold in any jurisdiction in which such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction.

The content of this website is provided for general informational purposes only and does not constitute legal, tax, financial, insurance, or other professional advice. The information provided is not intended to be a substitute for professional advice tailored to your specific circumstances. Any insurance or financial products referenced are subject to the terms, conditions, limitations, and exclusions of the applicable policy or contract, which shall control in the event of any inconsistency between that and this Agreement. You should consult with appropriately licensed and qualified professionals before making any legal, tax, financial, or insurance decisions.

By using any aspect of the Service, including by a click-through, you expressly acknowledge that you have read this Agreement and agree to all of its terms and conditions. You represent and warrant that you have the legal capacity to enter a contract in the jurisdiction where you reside. You must agree to this Agreement in order to use the Service, and if you do not accept this Agreement then you may not use any aspect of the Service. This Agreement contains important language governing your use of the Service. It addresses, among other things, information about how we provide the Service, how we or you may terminate the Service, the requirements imposed on you when managing your account, and how we handle disputes (which are handled by binding arbitration in most cases).

Please Read This Carefully and in Full as it is a Binding Contract.

Agreement Updates & Revisions. The Companies may update this Agreement at any time, and will post the updated version of this Agreement on the Sites. You understand and agree that you will be deemed to

have accepted the updated Agreement if you use any aspect of the Service after the updated Agreement is posted. If at any point you do not agree to any then-current portion of this Agreement, you must immediately stop using the Service. If the Companies make any material change to this Agreement, we may choose to notify you of the change, such as by sending an email to any email address you used to register for an account, through a pop-up window on the Sites, or other similar mechanism. Disputes arising under this Agreement will be resolved in accordance with the version of the Agreement in place at the time the dispute arose.

Provision of the Service. You are responsible for any Internet connection and telecommunications fees and charges that you incur when accessing the Service. You acknowledge and agree that the Companies may make changes to any aspect of the Service at any time without notifying you in advance.

Consent to Doing Business Electronically. By consenting to do business electronically with the Companies or their subsidiaries and affiliates, you agree that:

- You are who you say you are when logging in and transacting business through the Sites.
- You agree that any and all registration and login information you give us will be accurate and current.
- If you are logging in on behalf of your employer, you have the appropriate authority to log in and conduct business electronically on its behalf.
- This consent applies to any transactions conducted through the Sites.
- You have access to a computer with a current Internet browser and an operating system that allows you to save files or print web pages and documents.
- You may print this consent and any electronic record or you can contact us to request a paper copy from us.
- You will notify us of changes to your email address or mailing address by logging in to your online user account.
- Your online activity may be viewed, monitored, and recorded for the purposes of fraud prevention and fraud detection and to improve the user experience.

If you do not consent, you will not be able to access account information or conduct transactions online.

Scope of Consent. By using the Sites and voluntarily providing the Companies with your email address, you agree to receive “Communications,” which may include, but are not limited to, your application and insurance policy or contract, if one is issued, and disclosures, agreements, notices, and documents from us relating to the products and services offered through the Sites electronically to the email address you provide or by posting them at the Sites or through the Service. Email communications may include hyperlinks directing you to a website or customer web portal. You acknowledge and agree that available Documents delivered electronically will be considered actually delivered, received, and accepted when, among other things, the Documents are (a) posted on a website that you may log onto, download, print, or otherwise acknowledge receipt of, or (b) transmitted to you through an application on a personal electronic device secured by password, biometric identifier, or other technology, where there is information demonstrating that you logged into the application and viewed or otherwise acknowledged receipt of the Documents. You further agree that we may accept an electronic signature from you using an electronic signature provider of our choosing, and that your electronic signature will have the same effect as a physical wet ink signature, you will not challenge the enforceability of your electronic signature, and may appear on all records related to any products and services. Your consent also applies to all Communications and

information that we receive from you. Your consent is voluntary. If you wish to receive a paper copy of any record provided through electronic delivery, you may request a copy of that record by contacting us at the contact information listed below. You agree that you have the ability to access, view, store, download and print Communications, documents, consents, and hyperlinks we deliver or make available to you electronically through your computer or on your mobile device. You agree that all Communications that we provide to you electronically satisfy any legal requirement that such Communications be in writing. You will continue to receive paper copies of certain documents that are not currently available for electronic delivery or where applicable law prohibits electronic delivery. Any Documents sent to you by electronic means will have the same force and effect as if sent in paper format. We may alert you by email when a new Document is ready for viewing and direct you to a website where you can view those materials. Archived materials may also be available online.

Withdrawing Consent. You may withdraw your consent to receive Communications electronically and your consent to use an electronic signature at any time by contacting the Companies. Should you withdraw this consent, the withdrawal will be effective as soon as we process the request, but no later than 30 days after we are notified in writing. Withdrawal of your consent does not impact the legal validity of the Documents that you signed or that we delivered to you prior to the effective date of the withdrawal. To withdraw your consent to do business electronically, please send a written notice to the applicable email address:

Life Insurance	lc@sfgmembers.com
Annuities	annuitycorrespondence@sfgmembers.com
Sammons Institutional Group (Securities) Products	SecuritiesNB@sfgmembers.com

Permission to Contact. When you give us your home and/or mobile phone number, we have your permission to contact you at that number or numbers, and any other number we may reach you, about the Service or your insurance product, unless prohibited by applicable law. You may contact us any time to change these preferences. By providing a mobile phone number, you agree to receive text messages from the Companies regarding the Service or your insurance product. Messages may include account-related information and marketing promotional content. Consent is not a condition of purchase. Message and data rates may apply and message frequencies may vary. You can reply STOP to opt out of texting. We may also send an email to any address where we reasonably believe we can contact you, including the email address associated with your account. Some of the purposes for calls and messages include: suspected fraud, obtaining information, administration of your account, and collection of premiums. Our rights under this section extend to our affiliates and subsidiaries.

Termination of Service. The Companies reserve the right to deny service to any person or entity at the Companies' sole and absolute discretion. You acknowledge and agree that the Companies may stop providing any aspect of the Service or restrict your use of the Service at any time, without notifying you in advance, for any reason or no reason, including, without limitation, for any violation of this Agreement or if the Companies suspect that you have used any aspect of the Service to conduct any fraudulent or illegal activity. If the Companies disable your access to your online user account, you may be prevented from accessing the Service, your online user account details, or any materials contained in your online user account. Any insurance product you obtain will remain in effect pursuant to the terms of such insurance contract.

Contact Information

Changes in your email address can be made through your online user account or by sending written notice to the applicable email address:

Life Insurance	lc@sfgmembers.com
Annuities	annuitycorrespondence@sfgmembers.com
Sammons Institutional Group (Securities) Products	SecuritiesNB@sfgmembers.com

To request a paper copy of any Communication you can contact the Companies at the email address above.

Hardware & Software Requirements. You can access the Sites using a current Internet browser. If you are on an older browser and are having issues with the Sites, we suggest you install a more current browser.

To access and retain Communications, you must:

- Have access to a computer capable of running a current Internet browser;
- Have access to Internet service and an e-mail account that can be used to receive and access all Communications;
- Be able to view all Communications on a monitor through the use of Adobe Reader or similar software and be able to print all such Communications; and
- Be able to send and receive e-mails that contain hyperlinks to websites.

If you are accessing the Sites electronically through a mobile device, such as a tablet, smartphone or similar device, you must be able to print and save the transmitted Communications. You can find apps that support printing and saving for most mobile devices through your mobile device's app store. If your mobile device does not have this functionality, you must access the Sites through alternate means that provide you with the ability to print and save the Communications. You acknowledge that you can access the electronic Communications in the designated formats described herein.

Restrictions and Conditions of Use.

Use of the Service. Subject to the terms and conditions of this Agreement, the Companies hereby grant you a limited, non-exclusive, personal, non-sublicensable, non-assignable, revocable license to use the Service solely in accordance with this Agreement and any rules, restrictions, or documentation set forth by the Companies from time to time. The Companies reserve all rights not expressly granted to you. You agree not to license, create derivative works from, transfer, sell, or re-sell any information, content, materials, data, or services obtained from the Service. The Companies reserve the right to add or remove information, content, or services from the Sites at any time at their sole discretion.

Updates. You acknowledge and agree that the Companies may update the Service from time to time with or without notifying you, and may add or remove features or functions to the Service at any time in their sole discretion. You acknowledge and agree that the Companies have no obligation to make the Service available to you, make any subsequent versions of the Sites available to you, or to continue to support the Service in any way. You acknowledge that your access to the Service may not be continuous, features may change during your use of the Service, and the Companies may terminate your access to the Service or stop

offering the Service at any time, provided that any insurance product will remain in effect pursuant to the terms of such insurance contract.

Accessing the Service. You agree not to access, or attempt to access, the Service by any means other than through the user interface provided through the Sites. You specifically agree not to access, or attempt to access, the Service through any automated means (including, without limitation, through the use of scripts, bots, spiders, or web crawlers).

No Violation of Laws. You agree that, in connection with your use of the Service, you will not violate any applicable law, ordinance, rule, regulation or treaty. Without limiting the foregoing, you agree that you will not make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity).

Use Restrictions. You may not connect to or use the Service in any way that is not expressly permitted by this Agreement.

1. Without limiting the generality of the foregoing, you agree that you will not: (i) remove any proprietary notices from the Service; (ii) cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Service; (iii) sell, assign, rent, lease, act as a service bureau, or grant rights in the Service, including, without limitation, through sublicense, to any other person or entity without the prior written consent of the Companies; or (iv) make any false, misleading or deceptive statement or representation regarding the Companies or the Service.
2. Without limiting the generality of the foregoing, you agree that you will not: (i) institute, assist, or become involved in any type of attack including, without limitation, denial of service attacks, upon the Service (or any servers, systems, or networks connected to the Service) or otherwise attempt to obstruct, disrupt, or interfere with the operation of the Service or any other person's or entity's use of the Service (or any servers, systems, or networks connected to the Service); (ii) attempt to gain unauthorized access to the Sites, the Service, accounts registered to other users, or any servers, systems or networks connected to the Service; (iii) use the Service for any commercial purpose unless consistent with this Agreement and the intended use of the Service, or for the benefit of any third party, or charge any person or entity, or receive any compensation for, the use of the Service, unless you are specifically authorized to do so in a separate written agreement with the Companies; (iv) use the Service to develop, generate, transmit, or store information that is defamatory, harmful, abusive, obscene or hateful; (v) use the Service to perform any unsolicited commercial communication not permitted by applicable law; or (vi) use the Service to engage in any activity that (A) constitutes harassment or a violation of privacy or threatens other people or groups of people; (B) is harmful to children in any manner; (C) constitutes phishing, pharming, or impersonates any other person or entity, or steals or assumes any person's identity (whether a real identity or online nickname or alias); or (D) violates any applicable law, ordinance, rule, regulation or treaty.
3. Without limiting the generality of the foregoing, you agree that you will not use the Service for any other unlawful, prohibited, abnormal or unusual activity as determined by the Companies in their sole discretion.

No Data Mining or Harmful Code. You agree that you will not (a) obtain or attempt to obtain any information from the Service including, without limitation, email addresses or mobile phone numbers of

users or other data; (b) intercept, examine or otherwise observe any proprietary communications protocol used by the Service, whether through the use of a network analyzer, packet sniffer or other device; (c) use any type of bot, data scraping or extraction tool, spider, virus, clock, timer, counter, worm, software lock, drop dead device, Trojan horse, trap door, time bomb or any other codes, instructions or third party software that is designed to provide a means of surreptitious or unauthorized access to, or distort, delete, damage or disassemble, any aspect of the Service; or (d) use any automated or manual means, including bots, crawlers, scrapers, artificial intelligence systems, or machine learning tools, to access, monitor, collect, copy, download, aggregate, or use any content, data, materials, product information, rate information, illustrations, calculators, forms, or other functionality made available through the Service for purposes of training, developing, fine-tuning, benchmarking, or improving any algorithmic or machine learning models, or for any commercial, competitive, or data aggregation purpose, without the Companies' prior written consent.

Proprietary Content. The content available through the Service, including without limitation rate information, product illustrations, calculators, forms, and other proprietary materials ("Proprietary Content"), is the confidential and proprietary information of the Companies. Regardless of the means by which you access Proprietary Content, you agree that you will not: (i) use Proprietary Content for any commercial or competitive purpose; (ii) share, distribute, or disclose Proprietary Content to any third party; or (iii) input Proprietary Content into any artificial intelligence, machine learning, or similar tool or platform for any purpose other than managing your own account or personal use. Nothing in this section limits the Companies' rights under the Intellectual Property section of this Agreement.

Violation of this Agreement. You acknowledge and agree that you are solely responsible, and the Companies have no responsibility or liability to you or any other person or entity, for any breach by you of this Agreement or for the consequences of any such breach. The Companies may, at their option, terminate their relationship with you or suspend your account immediately if they determine you are using the Service contrary to the restrictions found in this Section or any other terms of this Agreement. You acknowledge and agree that if the Companies terminate their relationship with you or suspend your account pursuant to this section, you will no longer be authorized to use the Services, but you will still be bound by your obligations under this Agreement.

Online User Accounts and Security.

Online User Account. You do not need to create an online user account to visit the Sites, but you must have an account to access and utilize certain aspects of the Service. You may be required to provide information about yourself and payment information as part of your continued use of the Service. You agree that any information that you submit to the Companies will be correct, accurate, and current.

Account Security. Maintaining account security is very important. You are solely responsible for maintaining the confidentiality of your account username and password and for all activities that are conducted via your account. You agree to notify the Companies immediately if you become aware of any unauthorized use of your password or of your account. To better understand how we maintain the security of your personal information, please refer to our [Privacy Notice](#).

Account Sharing, Transfers, and Delegate Users. Online user accounts are registered to you personally and may not be sold, traded, gifted, or otherwise transferred at any time under any circumstances. You may

not share your account with, or disclose your password to, anyone else. Use of the Service by delegate users is the responsibility of the account holder. Should you become aware of unauthorized use, use that violates this Agreement or the policies of the Companies, you agree to notify the Companies.

Collaborative Browsing. To the extent the Service offers a collaborative browsing or “co-browsing” feature (“Co-Browsing”), such feature may allow a Company representative to view and navigate webpages within the Service with you to assist you in locating information or completing tasks. Co-Browsing is intended solely as a customer support tool and does not constitute financial, tax, or legal advice. If available, and if you choose to use Co-Browsing, you agree to the following:

1. By selecting “Accept”, “Agree”, or words of similar meaning and providing the Company representative with a system generated passcode, you consent to allow the Company representative to view your screen, and where you provide additional consent, guide or navigate you through certain webpages for support purposes.
2. You acknowledge and agree that the Company representative may be able to view the webpages you are accessing during the session, which may include contract details or personal information displayed within those webpages.
3. It is your responsibility to close, minimize, or otherwise obscure any information you do not wish to share during the Co-Browsing session, including information displayed in other browser tabs, windows, or applications.
4. In limited circumstances, and only with your additional express consent, a Company representative may request the ability to guide navigation within the browser session in order to assist you with matters relating to Company’s products or services. Company will not intentionally access or control applications or content.
5. You understand that Co-Browsing sessions are temporary and will terminate automatically at the end of the support interaction. You may disconnect the session at any time for any reason.
6. Company does not record sessions unless otherwise disclosed at the time of the session and as permitted by applicable law.
7. Company is not responsible for any information you voluntarily display or share during a Co-Browsing session.

Cancellation by You. Subject to the terms and conditions of any applicable insurance policy or contract, you have the right to cancel your online user account at any time. You may cancel your account by contacting us via email at the applicable email addresses below:

Life Insurance	lc@sfgmembers.com
Annuities	annuitycorrespondence@sfgmembers.com
Sammons Institutional Group (Securities) Products	SecuritiesNB@sfgmembers.com

Termination by the Companies. The Companies may at any time terminate your account for any reason, including but not limited to the following reasons:

1. The Companies determine that you are (i) in breach of or otherwise acting inconsistently with this Agreement, or (ii) engaging in fraudulent or illegal activities or other conduct that may result in liability to the Companies;
2. The Companies determine it is required by law to terminate your account;

3. You fail to access your account for eighteen (18) months; or
4. The Companies decide to stop providing the Service or critical portions of the Service, provided that any insurance policy or other contract you obtain through the Service will remain in effect pursuant to the terms of such policy or contract.

Effect of Account Termination or Cancellation. If you voluntarily terminate your account, you may reactivate that account at any time by logging in to the Service through the Sites and reactivating the account. Accounts terminated by the Companies for any type of abuse including, without limitation, a violation of this Agreement, may not be reactivated for any reason. You acknowledge and agree that if the Companies terminate their relationship with you, including the termination of your account, you will no longer be authorized to use the Services, but you will still be bound by your obligations under this Agreement.

Links. The Service may contain links to websites operated by independent third parties. The Companies provide these links to other websites as a convenience and use of these websites is at your own risk. The linked websites are not under the control of the Companies and the Companies are not responsible for the content available on the other websites or services. Such links do not imply the Companies' endorsement of information or material on any other website and the Companies disclaim all liability with regard to your access to and use of such linked websites. You understand and acknowledge that your access and use of linked websites and the services provided through these websites is governed by the terms of service and other agreements posted on such websites.

Third-Party Services. The Service includes features that operate in conjunction with certain third-party services ("Third-Party Services"). Your access and use of Third-Party Services is governed by the terms of service and other agreements posted by the providers of such Third-Party Services. You understand and acknowledge that the Service is not endorsed or certified by any of the aforementioned Third-Party Services.

Intellectual Property.

Trademarks. The names and logos are trademarks and service marks of the member companies of Sammons Financial Group. Unless permitted in a separate written agreement with the Companies, you do not have the right to use any of the Companies' trademarks, service marks or logos and your unauthorized use of any of these may be a violation of federal and state trademark laws. Your use of the trademarks and service marks displayed on the Sites, or any other content on the Sites, except as provided herein is, is strictly prohibited. Questions concerning the use of the Companies' trademarks, service marks, trade names, logos, icons, copyrights or other intellectual property should be addressed to: Attention: General Counsel, 8300 Mills Civic Parkway, West Des Moines, IA 50266.

Ownership. You acknowledge and agree that the Companies, or their licensors, own all right, title and interest in and to the Service, including all intellectual property, industrial property and proprietary rights recognized anywhere in the world at any time and that the Service is protected by U.S. and international copyright laws.

Feedback. You may choose to, or the Companies may invite you to, submit comments, bug reports, ideas or other feedback about the Sites and the Service ("Feedback"). By submitting Feedback, you agree that the

Companies are free to use such Feedback at their discretion without any obligation to you and you will not receive any remuneration for your Feedback. The Companies may also choose to disclose Feedback to third parties. You hereby grant the Companies a royalty-free, perpetual, irrevocable, transferable, sublicensable, worldwide, nonexclusive license under all rights necessary to incorporate and use your Feedback for any purpose, including, but not limited to, developing and marketing products using such information. You agree not to provide any personal information in Feedback.

Privacy Policy. By accepting this Agreement or using any aspect of the Service, you represent that you have read and consent to our Privacy Policy in addition to this Agreement. The Companies may revise the Privacy Policy at any time, and a link to the new versions will be posted on the Sites. If at any point you do not agree to any portion of the Privacy Policy, you must immediately stop using the Service. By using the Service, you agree to the then-current versions of the Agreement and Privacy Policy, which will be posted on the Sites.

Location and Availability of Products or Services. The Service is operated by the Companies in the United States and is intended to be accessed from the United States. If you choose to access the Service from a location outside of the United States, you do so at your own risk and you are responsible for compliance with applicable local laws.

We are not authorized to do business in every jurisdiction. There may be products or services referenced on the Sites that are unavailable in your jurisdiction or are otherwise not available to you.

Required Age. The Service is not directed toward persons who are defined as minors under applicable state law and the Companies do not knowingly collect information from such persons or allow them to create a user account or access account features. If you are a minor, please do not submit any personal information about yourself to the Companies. User accounts may be registered by a legal guardian on behalf of minors.

Disclaimer of Warranties.

Please read the following provisions carefully; they contain important legal disclaimers:

You understand and agree that your use of the Service is at your sole risk and that the Service is provided on an “as is” and “as available” basis without warranties or conditions of any kind, either express or implied.

To the maximum extent permitted by applicable law, the Companies expressly disclaim all warranties and conditions including, without limitation, warranties and conditions of satisfactory quality, merchantability, fitness for a particular purpose, non-infringement, and those arising from course of dealing or usage of trade.

The Companies make no warranty as to the accuracy, completeness or reliability of any materials, information or data available through, or the performance of, the Service.

The Companies do not represent or warrant that (a) you will be able to access or use the Service at the times or locations of your choosing; (b) that operation of the Service will be uninterrupted, timely, secure or error-free; (c) your use of the Service will meet your requirements; (d) defects in the operation of the Service will be corrected; or (e) the Service is free of viruses or other harmful components.

You acknowledge and agree that any material downloaded or otherwise obtained through the use of the Service is at your own risk and that you will be solely responsible for any damage to your computer, mobile phone or other device or any loss of data resulting from downloading or obtaining such material.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to you.

Limitation of Liability. THE COMPANIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES TO YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ARISING FROM YOUR USE OF, BROWSING IN, OR DOWNLOADING OF ANY CONTENT, PROGRAMS, MATERIALS, DATA, TEXT, IMAGES, AUDIO, OR VIDEO FROM THE SITES. IN NO EVENT WILL THE COMPANIES BE LIABLE FOR ANY INJURY, LOSS, DAMAGE OR CLAIM, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING FROM OR IN ANY WAY CONNECTED WITH (A) ANY USE OF THE SITES OR THE SERVICE, (B) ANY VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT OF YOUR ACCESS TO, USE OF, OR BROWSING OF THE SITES OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THE SITES, (C) ANY FAILURE, DELAY, OR UNAVAILABILITY OF THE SITES OR SERVICE (INCLUDING, BUT NOT LIMITED TO THE USE OF OR INABILITY TO USE OR ACCESS ANY CONTENT, PROGRAMS, MATERIAL OR DATA PROVIDED ON THE SITES), (D) THE PERFORMANCE OR NON-PERFORMANCE OF THE COMPANIES WITH RESPECT TO THE SITES OR SERVICE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES; (E) YOUR DISCLOSURE OF YOUR PASSWORD TO, OR USE OF YOUR PASSWORD BY, ANY THIRD PARTY, OR (F) ANY ACCESS TO, OR USE OF, YOUR INFORMATION BY AN UNAUTHORIZED PERSON OR UNAUTHORIZED PERSONS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES; IN SUCH STATES OR JURISDICTIONS, THE COMPANIES' LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. IF IT IS FINALLY DETERMINED BY A COURT OF LAW OR AN ARBITRATOR THAT THE LIMITATION OF LIABILITY SET FORTH ABOVE DOES NOT APPLY TO YOU, THEN YOU AGREE THAT THE COMPANIES' TOTAL LIABILITY IN THE AGGREGATE FOR ANY CLAIMS RELATED TO THE SITES OR THE SERVICE MADE BY YOU OR ANY THIRD PARTY ON YOUR BEHALF SHALL NOT EXCEED \$100.

Indemnification. You agree to defend, indemnify and hold the Companies and their affiliates, licensors and subsidiaries (collectively the "Related Parties") harmless from and against any and all claims, demands, liabilities, damages and losses including, without limitation, reasonable attorneys' fees and costs, resulting from or arising out of (a) your access to or use of the Sites or the Service or (b) your breach of this Agreement or any other policies that the Companies may issue for the Sites or the Service. You further agree to cooperate as required by the Companies in the defense of any claim. The Companies reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of the Companies.

Limitations Period. Unless otherwise prohibited by law, **any cause of action you may have with respect to your use of the Sites or the Service must be commenced within one year after the claim or cause of action arises.**

Governing Law; Jurisdiction. This Agreement is governed by Iowa law, without regard to conflict of laws principles. You and the Companies agree that, except as otherwise provided in the Binding Arbitration

section below, the state and federal courts located in Polk County, Iowa will have exclusive jurisdiction of all disputes arising out of or related to this Agreement or your use of the Sites or Service and you agree to submit to the personal jurisdiction and venue of these courts. Notwithstanding the foregoing, the Companies shall be allowed to apply for equitable remedies (including injunctions) in any jurisdiction.

Waiver of Jury Trial and Class Action/Collective Relief in Litigation. THIS SECTION APPLIES TO THE EXTENT A CLAIM IS NOT SUBJECT TO BINDING ARBITRATION AS DISCUSSED BELOW. YOU AND THE COMPANIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY WITH REGARD TO ANY CLAIM RELATED TO THE SITES, THE SERVICE OR THIS AGREEMENT. YOU FURTHER AGREE THAT THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS RELATED TO THE SITES, THE SERVICE OR THIS AGREEMENT TO BE LITIGATED ON A CLASS ACTION, JOINT OR COLLECTIVE BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER USERS, OR OTHER PERSONS.

Binding Arbitration.

Purpose. Any “Dispute” (as defined below) involving you and the Companies shall be resolved through mandatory and binding individual arbitration. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court. This section (the “Arbitration Provision”) shall be broadly interpreted in accordance with federal law under the Federal Arbitration Act.

Definitions. The term “Dispute” means any claim or controversy related to the Sites or the Service, including, but not limited to, any and all claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise, and whether they arose before, during or after this Agreement went into effect. Notwithstanding the above, the term “Dispute” shall not include any claim seeking to enforce or protect, or concerning the validity of, any of the Companies’ intellectual property rights; the Companies retain the right to bring a claim for legal or equitable relief in any jurisdiction to protect those rights. As used in this Arbitration Provision, “the Companies” means the member companies of Sammons Financial Group and any of their predecessors, successors, assigns, parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents, and “you” means the person who accessed the Sites or Service and any users or beneficiaries of your access to the Sites or Service.

Right to Sue in Small Claims Court. Notwithstanding anything in this Arbitration Provision, either party may elect to bring an individual action in small claims court if the claim is not aggregated with the claim of any other person and if the amount in controversy is properly within the jurisdiction of the small claims court.

Right to Opt Out. IF YOU DO NOT WISH TO ARBITRATE DISPUTES, YOU MAY DECLINE TO HAVE YOUR DISPUTES WITH THE COMPANIES ARBITRATED BY NOTIFYING THE COMPANIES IN WRITING WITHIN 30 DAYS OF THE LATER OF YOUR FIRST ACCESS TO OR USE OF THE SITES OR SERVICE, BY MAIL TO SAMMONS FINANCIAL GROUP, ATTN: LEGAL DEPARTMENT, 8300 MILLS CIVIC PARKWAY, WEST DES MOINES, IOWA 50266. YOUR WRITTEN NOTIFICATION TO THE COMPANIES MUST INCLUDE YOUR NAME, ADDRESS AND TELEPHONE NUMBER, ANY APPLICABLE POLICY/CONTRACT NUMBERS, AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH THE COMPANIES ABOUT THE SITES OR SERVICE THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO

ADVERSE EFFECT ON YOUR RELATIONSHIP WITH THE COMPANIES OR PRODUCTS AND SERVICES PROVIDED BY THE COMPANIES.

Initiation of Arbitration Proceeding/Selection of Arbitrator. The party initiating the arbitration proceeding may open a case with the American Arbitration Association (“AAA”) by visiting its website (www.adr.org) or calling its toll free number (1-800-778-7879). You may deliver any required or desired notice to the Companies by mail to Sammons Financial Group, Attn: Legal Department, 8300 Mills Civic Parkway, West Des Moines, Iowa 50266.

Arbitration Procedures. This Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (the “AAA Rules”). If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the AAA rules, this Arbitration Provision shall govern. If the AAA will not administer a proceeding under this Arbitration Provision as written, the parties shall agree on a reasonable substitute arbitration organization. A single arbitrator will resolve the Dispute. The arbitration shall be governed by Iowa law, without regard to conflict of laws principles. Unless you and the Companies agree otherwise, any arbitration hearing will take place in Des Moines, Iowa, and appearances can be made in person or by video, phone or internet connection. As part of the arbitration, both you and the Companies will have an opportunity for limited discovery of non-privileged information relevant to the claim or defense in the case. The arbitrator shall balance the need for discovery against the policy favoring cost-effective, expeditious resolution of the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. All arbitration proceedings shall remain confidential except to the extent necessary to enforce or challenge an award in court. The arbitrator shall issue a reasoned written decision that explains the arbitrator’s essential findings and conclusions. The arbitrator’s award may be entered in any state or federal court located in Polk County, Iowa, if necessary for purposes of enforcing the arbitrator’s award. The arbitrator’s award shall be final and binding, subject only to the grounds permitted under the Federal Arbitration Act for vacating, correcting, or modifying an award. Notwithstanding anything else in this Arbitration Provision, Disputes relating to the scope, validity, or enforceability of this Arbitration Provision will not be subject to arbitration but will be decided by a court under the Federal Arbitration Act.

Waiver of Class Action/Collective Relief in Arbitration. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR COLLECTIVE BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER USERS, OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY’S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THIS WAIVER OF CLASS ACTIONS AND COLLECTIVE RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT. THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION ARE NOT ESSENTIAL PARTS OF THIS ARBITRATION PROVISION AND CAN BE SEVERED FROM IT BY A COURT OF COMPETENT JURISDICTION.

Arbitration Fees and Costs. You and the Companies shall each pay your respective share of the costs of arbitration in accordance with the AAA Rules. If the AAA filing costs would exceed the costs of filing a civil

lawsuit in the jurisdiction in which you reside, then the Companies will pay for any arbitration costs that exceed that amount. However, if the arbitrator finds that your Dispute was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), you shall reimburse the Companies for all fees and costs that were your obligation to pay in accordance with the AAA Rules. You may hire an attorney to represent you in arbitration, but you are responsible for paying your own attorneys' fees. The parties may recover their attorneys' fees and costs in arbitration to the same extent that they could recover them in a successful court action. Notwithstanding anything in this Arbitration Provision to the contrary, the Companies will pay all fees and costs that it is required by law to pay.

Survival of Binding Arbitration. This Arbitration Provision will survive the termination of (i) your relationship with the Companies, (ii) the Sites or Service, and/or (iii) this Agreement.

General.

No Partnership. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Companies as a result of this Agreement or your use of the Service.

Assignment. The Companies may assign their rights under this Agreement to any person or entity without notice to you or your consent. The rights granted to you under this Agreement may not be assigned without the Companies' prior written consent, and any attempted unauthorized assignment by you shall be null and void.

Severability. Except as provided in the Arbitration Provision, if any part of this Agreement is determined to be invalid or unenforceable under applicable law, then that portion shall be severed, and the remainder of the Agreement shall be given full force and effect.

No Waiver. The Companies' failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by the Companies of any provision, condition or requirement of this Agreement shall not be understood as a waiver of your obligation to comply with the same provision, condition or requirement at a later time.

Equitable Remedies. You acknowledge and agree that the Companies will be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that the Companies shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.

Survival. The provisions of this Agreement that by their nature should survive termination of your use of the Sites or the Service shall survive such termination. Without limiting the foregoing, the following sections shall survive termination or expiration of this Agreement: Intellectual Property; Feedback; Disclaimer of Warranties; Limitation of Liability; Indemnification; Limitations Period; Governing Law and Jurisdiction; Waiver of Jury Trial and Class Action/Collective Relief; and the provisions contained in the General section, including Assignment, Severability, No Waiver, and Entire Agreement.

Entire Agreement. This Agreement, including the documents referenced in this Agreement, constitutes the entire agreement between you and the Companies with respect to the Sites and Service and supersedes all prior agreements between you and the Companies relating to the Sites and Service. **Notwithstanding** the foregoing, nothing in this Agreement shall modify, supersede, or otherwise affect the terms of any insurance policy, annuity contract, or other financial product agreement between you and the Companies, which shall remain governed by their own terms.